



WESLEY H. CLANTON (1907-1986)

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DAVE T. JOHNSON,  
Attorney at Law, LLC  
(337) 457-2890

May 30, 2019

**VIA EMAIL ONLY: 68087-93210508@requests.muckrock.com**

MuckRock News  
DEPT MR 68087  
411A Highland Avenue  
Somerville, MA 02144-2516

RE: *Louisiana Public Records Law Request:  
Reports of Payment to Town of Basile  
The GEO Group, Inc. and LCS Corrections Services, Inc.*

Dear Sir and/or Madame:

In response to your email requests dated May 10, 2019 and May 27, 2019, please find attached hereto copies of the following documents requested regarding The GEO Group, Inc.:

1. check number 1051108, dated August 7, 2015 in the amount of \$75,766.00 from The GEO Group, Inc. to the Town of Basile;
2. check number 1051109, dated August 7, 2015 in the amount of \$24,610.25 from The GEO Group, Inc. to the Town of Basile;
3. Mutual Cooperation Agreement by and between the Town of Basile and The GEO Group, Inc., dated August 10, 2015; and
4. Town of Basile Resolution to Approve of Mutual Cooperation Agreement by The GEO Group, Inc. and the Town of Basile, dated August 10, 2015.


Regarding LCS Corrections Services, Inc., the last payment made to the Town of Basile was in July of 2003, therefore the Town of Basile is not in possession of any documents reflecting payments by LCS Corrections Services, Inc. to the Town of Basile, likely due to the age/dated time frame requested.

Please also find attached an invoice in the amount of \$9.00 for copies.

Should you have any questions and/or comments, please do not hesitate to contact me.

With kindest regards, I am

Very truly yours,



DAVE T. JOHNSON

DTJ/kl  
Enclosure

cc: Town of Basile (via email only)



THE GEO GROUP, INC.

621 NW 53rd Street, Suite 700  
Boca Raton, Florida 3348764-1278  
611

CHECK #: 1051108

DATE: 8/07/2015

Bank of America, N.A.  
Atlanta, Dekalb County, Georgia

PAY Seventy-Five Thousand Seven Hundred Sixty-Six and 00/100 Dollars

TO THE ORDER OF

TOWN OF BASILE  
PO BOX 308  
BASILE LA 70515

\$\*\*\*\*\*75,766.00

VOID AFTER 180 DAYS

AUTHORIZED SIGNATURE FOR AMOUNT EXCEEDING \$100,000.00

AUTHORIZED SIGNATURE

⑈1051108⑈ ⑆061112788⑆ 329 995 3853⑈



THE GEO GROUP, INC.

621 NW 53rd Street, Suite 700  
Boca Raton, Florida 33487

DATE

8/07/2015

CHECK NO

1051108

DIVISION: H10

VENDOR #: 99763

| DATE   | INVOICE # / PO #                          | GROSS AMOUNTS           | DISCOUNT AMOUNTS | NET AMOUNTS |
|--|---|-------------------------|------------------|-------------|
| 8/05/2015<br>Message                                       | 080515BAS<br>: IMPROVEMENT AND REPAIRS TO | 75,766.00<br>TOWNS SEWE | .00<br>SYSTEM    | 75,766.00   |
| THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE |   | TOTALS:                 | 75,766.00        | .00         |
|  |   |                         |                  | 75,766.00   |



THE GEO GROUP, INC.  
621 NW 53rd Street, Suite 700  
Boca Raton, Florida 33487

64-1278  
611

CHECK #: **1051109**

DATE: 8/07/2015

Bank of America, N.A.  
Atlanta, Dekalb County, Georgia

**PAY** Twenty-Four Thousand Six Hundred Ten and 25/100 Dollars  
**TO THE ORDER OF**

TOWN OF BASILE  
PO BOX 308  
BASILE LA 70515

**\$\*\*\*\*\*24,610.25**

VOID AFTER 180 DAYS

AUTHORIZED SIGNATURE FOR AMOUNT EXCEEDING \$100,000.00

*9. Zoley*  
AUTHORIZED SIGNATURE

⑈1051109⑈ ⑆061112788⑆ 329 995 3853⑈



THE GEO GROUP, INC.  
621 NW 53rd Street, Suite 700  
Boca Raton, Florida 33487

| DATE      |
|-----------|
| 8/07/2015 |

| CHECK NO |
|----------|
| 1051109  |

DIVISION: H10  
VENDOR #: 99763

| DATE   | INVOICE # / PO #                             | GROSS AMOUNTS           | DISCOUNT AMOUNTS | NET AMOUNTS |
|--|--|-------------------------|------------------|-------------|
| 8/05/2015<br>Message                                       | 080515BAS-1<br>: BASILE VILLAGE PER DIEM PMT | 24,610.25<br>FEB.17-JUN | .00<br>30, 2015  | 24,610.25   |
| THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE |  | <b>TOTALS:</b>          | 24,610.25<br>.00 | 24,610.25   |

THE STATE OF LOUISIANA  
EVANGELINE PARISH  
TOWN OF BASILE

**MUTUAL COOPERATION AGREEMENT**

This Mutual Cooperation Agreement (AGREEMENT) is made and entered into by and between the Town of Basile (TOWN) and The GEO Group, Inc. (GEO), a Florida based corporation, located at 621 NW 53<sup>rd</sup> Street, Boca Raton, Florida (collectively the PARTIES).

WHEREAS, GEO owns and operates the South Louisiana Correctional Center (FACILITY) in the TOWN; and,

WHEREAS, GEO and the TOWN have the desire to have an ongoing mutually beneficial relationship; and

WHEREAS, the PARTIES wish to enter into this AGREEMENT which is intended to continue to benefit of the TOWN and GEO:

NOW, THEREFORE, for and in consideration of the promises and mutual covenants hereinafter contained and subject to the conditions herein set forth the parties hereto contract, covenant and agree as follows:

1. **TERM OF AGREEMENT.** This AGREEMENT shall be made effective for an initial term of four (4) years effective on the 17<sup>th</sup> day of February, 2015.
2. **EXTENSION OF AGREEMENT.** This AGREEMENT may thereafter be extended for an additional term of four (4) years upon such terms as may be agreed to by the PARTIES.
3. **DUTIES AND OBLIGATIONS OF THE TOWN.**
  - a. The TOWN agrees to provide services in the form of utilities to the FACILITY at reasonable rates consistent with public use rates. Such rates shall not be increased arbitrarily or in an inconsistent manner.
  - b. The TOWN agrees to respond to calls from the FACILITY for emergency assistance, to which such response will be reasonable relative to the personnel and equipment available to the TOWN.
4. **DUTIES AND OBLIGATIONS OF GEO.**
  - a. Monthly Monetary Reimbursement for Town Services:  
GEO agrees to pay to the TOWN during the term of this AGREEMENT

twenty-five (\$0.25) cents per inmate per day for any inmate it may house in the Facility, (regardless of the source thereof). Such payments shall be made within thirty (30) days of the end of each month during the term hereof. The effective date of monthly payments pursuant to this provision is July 1, 2015. The owner shall provide the Town with a monthly report of the number of the total detainees/inmates housed at the FACILITY on a daily basis during the month just ended. The reimbursement set forth herein shall be based upon this verified report.

b. One-Time Retroactive Payment:

GEO agrees to pay to the TOWN a one-time retroactive payment for the actual number of inmates housed in the Facility for the period of time from February 17, 2015 through June 30, 2015 in the amount of \$24,610.25. This one-time payment will be payable to the TOWN at the execution of this AGREEMENT. The execution of the AGREEMENT is defined by final signature of the AGREEMENT.

c. Assistance with Sewer Improvements and Repairs:

GEO agrees to assist the TOWN with improvement and repairs of the TOWN's sewer system. This assistance will be applied in a one-time payment of \$75,766, payable to the TOWN at the execution of the AGREEMENT.

d. Public Alert System:

GEO agrees to establish a Public Alert System (PAS) which would be made available to any individual resident of the TOWN by request. The PAS would be made available via the individual's cell and/or home phone and would alert the individual resident of the nature of the emergency that has occurred at the FACILITY.

e. Scholarships:

As a community partner, GEO agrees to make payable to the Evangeline Parish School Board annual scholarships in the amount of \$1,000 per the average of every 100 inmates detained at the FACILITY during the year.

f. Dog Kennel and/or Pet Adoption:

GEO agrees to enter into discussions with the TOWN in order to make efforts towards the development and operation of a dog kennel and/or pet adoption program to be administered on a voluntary basis through an inmate work program at the FACILITY.

g. The FACILITY shall not be used as a maximum security facility.

5. **TERMINATION OF THE AGREEMENT.** This AGREEMENT will remain in effect, and by the terms identified in Section 1 and 2 of this AGREEMENT, so long as GEO continues to operate the FACILITY. If at any time operations are terminated by GEO and/or by any governmental agency contracted to house inmates at the FACILITY this AGREEMENT will no longer be in effect. In the event GEO seeks to sale the FACILITY or in the event that GEO seeks to assign this contract to another entity, GEO shall first seek the approval of the TOWN, which shall not be unreasonably withheld.

6. **RELATIONSHIPS.** This AGREEMENT is intended as a cooperative endeavor between the PARTIES to continue to provide for a correctional facility which is, among other things, a source of jobs and other related benefits to the TOWN and Evangeline Parish, Louisiana. Nothing contained in this AGREEMENT shall constitute, or be construed to be, to create a partnership or joint venture between GEO and the TOWN. The relationship of the PARTIES under this AGREEMENT is that of independent contractors and neither party is, or shall become by virtue of this AGREEMENT the employee, employer, principal or agent of the other, nor shall anything contained herein create any employment relationship between any of the employees or agents of either party, with the other party.

7. **NO AUTHORITY TO CONTRACT.** Nothing contained herein shall grant to either the TOWN or GEO the authority to enter into binding agreements for or on behalf of the other or to take any formal action as agent of the other which would result in any formal obligations without the express written consent of the other party.

8. **NOTICES.** All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when delivered to an authorized representative of the other party, addressed as follows:

To GEO :

Attn: Amber D. Martin,  
Executive VP, Contract Administration  
621 NW 53<sup>rd</sup> Street  
Boca Raton, Florida 33487

And to the TOWN:

Attn: Mayor, Town of Basile  
Town of Basile

Post Office Box 308  
Basile, Louisiana 70515

With a copy to:  
JOHNSON LAW OFFICE  
Attn.: Dave T. Johnson  
P.O. Box 688  
Eunice, LA 70535  
Mail@djlawoffice  
Fax (337) 457-2890

9. **ENTIRE AGREEMENT.** This AGREEMENT supersedes any and all other agreements, either oral or written, between the PARTIES with respect to the subject matter thereof and contains all of the covenants and agreements between the PARTIES with respect to said matter. Each party acknowledges that any representations, inducement, promises, or agreements, whether oral or otherwise, which may have been made by either party and which are not incorporated herein shall not be valid and binding. The PARTIES may from time to time modify this AGREEMENT by written document signed by each party as agreed. This AGREEMENT may comprise several counterparts each of which shall be deemed an original but all of which constitute one and the same Agreement, subject to all of the foregoing terms and conditions.
10. **HOLD HARMLESS.** GEO will hold the Town harmless and shall indemnify it for all claims which any of them may be responsible arising out of this AGREEMENT, and solely at GEO's negligence together with reasonable attorney's fees and costs which they may incur as a result of any such claims.
11. **ATTORNEY'S FEES.** In the event that any party is required to engage the services of legal counsel to enforce its rights under this AGREEMENT against any other party, regardless of whether such action results in litigation, the prevailing party shall be entitled to its reasonable attorney's fees and costs from the other party, which in the event of litigation shall include fees and costs incurred at trial and on appeal.
12. **REPRESENTATIVES, ETC. BOUND HEREBY.** The terms, conditions, and covenants of this AGREEMENT shall be legal, valid, and binding upon the Town, the Mayor and the Board of Aldermen, office holders, and representatives of GEO.
13. A finding that any provision(s) of this AGREEMENT are invalid, illegal, or

unenforceable in any respect shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions.

14. This AGREEMENT shall be governed by, construed and administered in accordance with the laws of the State of Louisiana, and venue of any action shall be in the Parish of the location of the FACILITY, namely, Evangeline Parish, Louisiana, 13<sup>th</sup> Judicial District Court.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their respective duly authorized representatives on the dates indicated and to be effective as herein provided.

TOWN OF BASILE

BY:

  
HONORABLE MARK DENETTE


Date

8/10/15

THE GEO GROUP, INC.

BY:

Office/Position:

  
\_\_\_\_\_

Date

8-5-15

**AMBER D. MARTIN**  
Executive VP Contract Administration  
The Geo Group, Inc.





Corporate Headquarters  
One Park Place, Suite 700  
621 Northwest 53rd Street  
Boca Raton, Florida 33487

MAIN TEL: 561 893 0101  
TOLL FREE: 866 301 4436  
[www.geogroup.com](http://www.geogroup.com)

SECRETARY'S CERTIFICATE

August 4, 2015

This certificate shall certify that the undersigned, John J. Bulfin, is currently Senior Vice President, General Counsel, and Secretary of The GEO Group, Inc. (GEO), a Florida corporation and publicly traded company, and has held these positions since 2000. Accordingly, the undersigned has authority to speak to the matters set forth in this certificate.

This certificate shall also certify that Amber Martin is currently Executive Vice President of Contract Administration of GEO and is fully authorized to sign any and all documents on behalf of GEO in connection with GEO's discussions with the Town of Basile, Louisiana regarding the operation of the South Louisiana Correctional Center in Basile, including, but not limited to, a Mutual Cooperation Agreement between GEO and the Town of Basile.

Please feel free to contact the undersigned should you have any questions about this certificate or the matters set forth herein.

Very truly yours,

THE GEO GROUP, INC.

John J. Bulfin

Senior Vice President  
General Counsel and Secretary

**RESOLUTION**  
**TOWN OF BASILE**

August 10, 2015

**RESOLUTION TO APPROVE OF MUTUAL COOPERATION AGREEMENT BY THE GEO GROUP, INC. AND THE TOWN OF BASILE**

BE IT RESOLVED, by the Mayor and Board of Aldermen of the Town of Basile, Louisiana, in regular session assembled on this 10th day of August, 2015, acting as the governing authority of said municipality:

Section 1:

1. WHEREAS, the Board of Aldermen has authorized Mayor Mark Denette and the Town Attorney, Dave T. Johnson, to negotiate the terms and conditions of a contract entitled "MUTUAL COOPERATION AGREEMENT" between the Town and The Geo Group, Inc., owner of the prison/security facility situated within the municipal limits of the Town of Basile;
2. WHEREAS, the Town of Basile approves of all terms and conditions of the attached contract as revised;
3. NOW, THEREFORE, the Town of Basile hereby authorizes Mayor Mark Denette to execute said contract on behalf of the Town of Basile.

Section 2:

This resolution shall become effective on this date.

On motion of Carmen Langley, seconded by Frank Ceaser Sr., to adopt this Resolution, a record vote was taken and the following was had:

YEAS: Frank Ceaser Sr., Robert Deshotel, Carmen Langley  
NAYS: NONE  
ABSENT: Bron Dubroc Hunter Ortega

Whereupon the presiding officer declared the above Resolution duly adopted on the 10<sup>th</sup> day of August, 2015.

Vickie Brison  
Town Clerk

Mark Denette  
Mayor Mark Denette